

YSLETA INDEPENDENT SCHOOL DISTRICT

SOLICITATION AWARD SUMMARY

SOLICITATION TITLE Technology Implementation and System Integration Partners		SOLICITATION NO 22-1115-016RFP	
CONTRACT TERM EFFECTIVE: Date of award EXPIRATION: Five (5) years from date of award		THIS SOLICITATION REPLACES None	
OPTION: None		SOLICITATION OPENED November 16, 2001	
		FUNDING SOURCE 199 fund	

SOLICITATION PACKET INFORMATION

NO. BIDS ISSUED 4 (four)	NO. OF RESPONSES 5 (five)	DATE OF AWARD BY BOARD OF TRUSTEES: December 12, 2001	ADVERTISEMENT DATES: October 17, 2001 October 24, 2001
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SOLICITATIONS RECEIVED AND QUALIFIED FOR AWARD AS INDICATED BELOW:

	DOLLAR AMOUNT
IBM Corporation (business conducted globally)	

TOTAL OF ALL AWARDS	to be determined through the E-Rate process (ESTIMATE)
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The District's website does not calculate the number of bid packet retrievals by prospective vendors.

SOLICITATION TITLE: Technology Implementation and System Integration Partner		SOLICITATION NO: 22-1115-016RFP	
<u>INVITED TO EVALUATION:</u> Elizabeth Noe / Telecommunication Specialist / MIS Richard L. Duncan / Systems Data Base Administrator / MIS Sharon Foster / Coordinator / Instructional Technology Initiative Aaron Stone / Network Specialist / MIS Elia Cortinas / Network Specialist / MIS <u>ATTENDED EVALUATION:</u> Elizabeth Noe / Telecommunication Specialist / MIS Richard L. Duncan / Systems Data Base Administrator / MIS Aaron Stone / Network Specialist / MIS Elia Cortinas / Network Specialist / MIS			
<u>EXPLANATORY NOTES:</u> The stated project is being sought in conjunction with E-Rate and other funding applications. The District may elect to purchase all, part or none of the awarded amount based on funding from the SLC (School and Library Corporation). The reimbursement for Ysleta Independent School District is projected to be between 60% to 90%. The District may terminate this contract, without cause, at any time during the duration of the contract. Notice of cancellation will be made, in writing, 30 days prior to effective date. If separate formal contracts are required by the vendor to effect the acquisition of specified goods and services, the Board of Trustees delegates to the Interim Superintendent the authority to sign the contract document.			
ADMINISTRATIVE REVIEW: HECTOR ARANDA DIRECTOR OF PURCHASING SERVICES		AGENT OF RECORD: JOHN W. TAYLOR, JR. PURCHASING AGENT	
BID RECORDER DEE DEE SIANEZ BID SECTION CLERK		CLERICAL PREPARATION OF MATERIALS: DEE DEE SIANEZ BID SECTION CLERK	

Ysleta Independent School District
Purchasing **Services**
Solicitation Presentation for Approval Request

22-1115-016RFP
Technology Implementation and System Integration Partners

Award Summary

The purpose of this Request for Proposal is to select a Technology Implementation and Systems Integration Partner with the competence, expertise and resources necessary to assist the Ysleta Independent School District in effectively introducing and applying technology throughout the District. The Partner will assist the District in preparing applications on the District's behalf for E-Rate funding and applying technology to improve student achievement and administrative practices in support of teaching and learning. A single vendor will be selected to be the strategic partner to implement, refine and support a state-of-the-art technology infrastructure that will provide world-class technology to the students and staff of the District. The Partner will primarily collaborate with the District's Technology Department and others, as appropriate, for the District. The scope of the project will include all E-Rate funded projects. All E-Rate applications will be submitted using the partner's SPIN number (Service Provider Information Number).

Responses were received from Avnet Enterprise Solutions, Compaq, IBM Corporation, I-Next, Inc., and SBC Southwestern Bell.

A committee was comprised to evaluate the responses. Each evaluator was asked to rate each proposal according to the following criteria (maximum possible points: 300):

<u>Criteria</u>	<u>Assigned Points</u>
1. Availability and quality of resources	30 points
2. Staff development and training	20 points
3. Project management/systems integration	50 points
4. Technology solutions	25 points
5. Commitment to K-12 education	20 points
6. District funding considerations	100 points
7. Pricing model and cost assurances	25 points
8. Other vendor attributes	30 points

The points were tallied as follows:

Criteria	#1	#2	#3	#4	#5	#6	#7	#8	Total / Ranking
Avnet Enterprise Solutions	20	20	25	20	15	50	25	30	205 / 4
Compaq	30	20	25	20	20	60	25	30	230 / 3
IBM Corporation	30	20	50	25	20	100	25	30	300 / 1
I-Next, Inc.	25	10	25	0	0	0	5	0	65 / 5
SBC Southwestern Bell	30	10	50	25	20	60	25	30	250 / 2

Evaluator #2

Criteria	#1	#2	#3	#4	#5	#6	#7	#8	Total / Ranking
Avnet Enterprise Solutions	23	15	25	20	15	60	25	30	213 / 4
Compaq	30	20	50	20	20	80	25	30	275 / 3
IBM Corporation	30	20	50	25	20	100	25	30	300 / 1
I-Next, Inc.	30	10	10	1	0	0	0	0	51 / 5
SBC Southwestern Bell	30	10	50	25	20	88	25	30	278 / 2

Evaluator #3

Criteria	#1	#2	#3	#4	#5	#6	#7	#8	Total / Ranking
Avnet Enterprise Solutions	20	20	25	20	15	50	25	30	205 / 4
Compaq	30	20	25	20	20	60	25	25	225 / 3
IBM Corporation	30	20	50	25	20	100	25	30	300 / 1
I-Next, Inc.	25	10	25	0	0	0	5	10	75 / 5
SBC southwestern Bell	30	10	50	25	20	60	25	30	250 / 2

Evaluator #4

Criteria	#1	#2	#3	#4	#5	#6	#7	#8	Total / Ranking
Avnet Enterprise Solutions	20	15	25	20	15	50	25	30	200 / 4
Compaq	30	20	45	20	20	60	25	30	250 / 3
IBM Corporation	30	20	50	25	20	100	25	30	300 / 1
I-Next, Inc.	30	10	20	0	0	15	5	5	85 / 5
SBC Southwestern Bell	30	10	50	25	25	60	25	30	255 / 2

The results are as follows:

	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Total / Ranking
Avnet Enterprise Solutions	205 / 4	213 / 4	205 / 4	200 / 4	823 / 16
Compaq	230 / 3	275 / 3	225 / 3	250 / 3	980 / 12
IBM Corporation	300 / 1	300 / 1	300 / 1	300 / 1	1200 / 4
I-Next, Inc.	65 / 5	51 / 5	75 / 5	85 / 5	276 / 20
SBC Southwestern Bell	250 / 2	278 / 2	250 / 2	255 / 2	1033 / 8

After review of all proposals, the evaluation committee concluded that IBM Corporation has an impressive record in obtaining awards for E-Rate projects. It has the technical expertise to advise the YISD about the most cost effective routes available to complete specific projects. Additionally, IBM has developed competence in the E-Rate funding/application process which will enhance the quality and viability of any District submittal. Its network of suppliers can provide the requisite hardware, materials, and skill proficiency in completing identified projects. IBM has been an excellent partner to the District in assisting with previous E-Rate rounds.

The award of this contract establishes a 'general contractor' relationship with IBM. In this role, the firm will contract with other companies to provide the necessary products and services for each E-Rate project. This provides the District the advantages of coordination with one vendor and provides access to the firm's buying power with regard to any requisite procurement. The District will authorize the execution of each project by requiring the signature of the Superintendent, or Interim Superintendent, or a designate. This will occur only after project costs, the appropriate funding rate, and matching contribution are fully calculated.

The cost for the contract is divided into separate, not-to-exceed totals for each project that will be submitted to the School and Library Corporation for funding consideration in January, 2002. If projects are not approved, there is no payment to the Contractor. Each project budget takes into consideration project management fees, materials and implementation costs. Once derived by IBM, all costs are guaranteed. The cost estimates are derived using standard IBM labor rates and materials priced from standard E-Rate contracts with third party suppliers.

PURCHASING SERVICES
PURCHASING AGENT: John W. Taylor, Jr.
PURCHASING CLERK: Dee Dee Sianez

No: 22-1116-016RFP

TITLE: Technology Implementation and System Integration Partners

Company Name	AVNET Enterprise Solutions	Compaq Computer Corp	IBM Corporation	I-Next	SBC Southwestern Bell
Contact Person	Cathi Whelan	Ron Smith	Tracy Diaz	Maria Garcia	Raymond Duran
Street Address	1321 Rutherford, #200	20555 SH 249	400 W. 15th Street, Suite 1200	1201 Airway Ste B29	500 Texas, Rm L-61A
City, State	Austin, TX	Houston, TX	Austin, TX	El Paso, TX	El Paso, TX
Zip Code	78753	77070	78701	79925	79901
Phone	8033699130	281 927 7666	812 471 8194	915 775 0842	915 832 3170
Fax	512 339 7613	281-927-8883	512 473 8069	915 775 0836	915 521 6053
E-mail address	TARA.WILLIAMS@AVNET.COM	ron.smith2@compaq.com	tdiaz@us.ibm.com	mairainext2000@yahoo.com	RD815@SBC.COM
Solicitation Signed...>	Yes	Yes	Yes	Yes	Yes
ARO ...>	N/A	N/A	N/A	N/A	N/A
Franchise Tax Certification of Account Status & date chkd...>	In Good Standing - 11/16	Temporary Good Standing-11/16	Temporary Good Standing-11/16	In Good Standing- 11/16	No Standing Designated - 11/16
Prices Being Held...>	N/A	N/A	N/A	N/A	N/A
Principal State of Business...>	Arizona	Texas	IBM conducts business globally	TX	Texas

ITEM NO	DESCRIPTION	QTY				
	VENDOR NUMBER		65353	11229	26732	65777
	PURCHASING AGENT NUMBER		26579	26579	26579	
	DISCOUNT FROM LIST PRICE OR CATALOG	N/A	N/A	N/A	N/A	N/A
	PROMPT PAYMENT DISCOUNT	N/A	N/A	N/A	N/A	N/A
	VENDORS REFERENCE NUMBER FOR ORDERS	N/A	N/A	N/A	N/A	N/A
	F.O.B.	N/A	N/A	N/A	N/A	N/A
	MINIMUM DOLLAR ORDER	N/A	N/A	N/A	N/A	N/A
	MINIMUM QUANTITY ORDER	N/A	N/A	N/A	N/A	N/A
	PRICE LIST / CATALOGS TO BE USED	N/A	N/A	N/A	N/A	N/A
	EXCLUSIONS	N/A	N/A	N/A	N/A	N/A
	* - RESTOCKING FEE %	N/A	N/A	N/A	N/A	N/A
	WARRANTY INFORMATION	N/A	N/A	N/A	N/A	N/A

ORIGINAL INVOICE **MUST** BE SENT TO ACCOUNTS PAYABLE

ONLY ORIGINAL INVOICE **NOT** STATEMENTS WILL BE PAID

NO PRE-INVOICING IS ACCEPTED

* RESTOCKING FEES - Those hem returned to the Vendors as a result of the Schools/Departments error (i.e. wrong item ordered, over ordering, etc.) Restocking Fees will not be paid for return of defective items, double orders, & hem not ordered

General Contract

THE STATE OF TEXAS:

COUNTY OF EL PASO:

YSLETA INDEPENDENT SCHOOL DISTRICT:

YISD CONTRACT NO. 2002-850-142

CONTRACT NO.

FEDERAL ID NO. 13-0871985

GENERAL CONTRACT

AGREEMENT made this 17th day ~~of~~ January, 2002, between the Ysleta Independent School District, a political subdivision of the State of Texas, 9600 Sims Drive, El Paso, Texas, hereinafter referred to as the "District" and IBM (International Business Machines Corporation) 4487 North Mesa, Suite 200, El Paso, Texas 79902, hereinafter referred to as "Contractor." In consideration of the mutual promises herein contained, the parties hereto agree as follows:

RECITALS

It is the desire ~~of~~ the District to engage the Contractor as a Technology Implementation and Systems Integration Partner to perform for the District, Services, as prescribed in RFP #22-1115-016RFP and services described in the IBM "Statements of Work", listed below. The entire agreement consists of RFP #22-1115-016RFP and the Contractor's Appendix to RFP#22-1115-016RFP, the IBM Customer Agreement (Z125-4575) (ICA), the General Contract dated January 17, 2002, and the individual IBM Statements of Work listed below. These documents are collectively referred to as the "Agreement." If there is a conflict among the terms of these documents, they prevail from most to least significance: an individual Statement of Work, the General Contract, the ICA, and RFP #22-1115-016RFP and the Contractor's Appendix to RFP#22-1115-016RFP.

STATEMENTS OF WORK

IB W I S D ER5-001 Cabling Services (471 Attachment C)

IB W I S D ER5-002 Network Electronics (471 Attachment **NE**)

IBM/YISD ER5-003 Network File and Web Servers (471 Attachment S)

IBM/YISD ER5-004 Technical Support Services (471 Attachment **TS**)

IBM/YISD ER5-005 Basic Unbundled Internet Access (471 Attachment **IA**)

AGREEMENT TERM

1.01 The respective duties and obligations of the parties hereto shall commence upon the date of execution of this agreement and shall be undertaken and completed in such sequence as to allow the expeditious completion of such professional services required by this agreement, shall commence on January 17, 2002, through June 30, 2003, or such end date extension as may be allowed by the E-Rate FCC Snowe-Rockefeller administration, with three optional one (1) year extensions, and mutually agreed upon by **IBM** and Ysleta ISD.

1.02 If the performance of Contractor is prevented or delayed **as** a direct result of riot, insurrection, fire, act of God, or operation of law, an extension of one working day in the time for completion of the work to be done hereunder will be allowed to Contractor for each working day lost due to such cause provided Contractor gives written notice **to** the designated representative of the District within three (3) days after the beginning of such delay and the reason or reasons therefore.

COMPENSATION

2.01 The fee to be paid by the District to the Contractor for its services rendered hereunder and its method of payment shall be **as** stated in the Charges and Payments Schedule sections of future Statements of Work.

SCOPE OF SERVICES

4.01 Contractor shall diligently perform the services **as** outlined in the IBM Statement of Work for the District under the terms and conditions stated herein.

INDEPENDENT CONTRACTOR RELATIONSHIP

5.01 Nothing contained herein shall be construed **as** creating the relationship of employer and employee between the parties and Contractor shall be deemed at all times to be an Independent Contractor.

INDEMNIFICATION

6.01 Patents and Copyrights

For purposes of this Section, the term "Product" includes Materials (alone or in combination with Products we provide to **you as** a system and Licensed Internal Code).

If a third party claims that a product IBM provides to Ysleta ISD infringes that party's patent or copyright, **IBM** will defend Ysleta ISD against that claim at **IBM** expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that Ysleta ISD:

- promptly notifies IBM in writing of the claim, and allows IBM to control, and
- Cooperates with **IBM** in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, Ysleta ISD agrees to permit ~~IBM~~ to enable Ysleta ISD to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, Ysleta ISD agrees to ~~return~~ the Product to IBM on our written request. IBM will then give Ysleta ISD a credit equal to Ysleta ISD net book value for the Product, provided Ysleta ISD has followed generally-accepted accounting principles.

This is IBM's entire obligation to Ysleta ISD regarding any claim of infringement.

CLAIMS FOR WHICH ~~IBM~~ IS NOT RESPONSIBLE

IBM has no obligation regarding any claim based on any of the following:

- anything Ysleta ISD provides which is incorporated into a Product;
- Ysleta ISD's modification of a Product, or a Program's use in other than its Specified Operating Environment;
- the combination, operation, or use of a Product with other Products not provided by IBM as a system, or the combination, operation, or use of a Product with any Product, data, or apparatus that IBM did not provide; or
- infringement by a non-IBM Product alone, as opposed to its combination with Products IBM provides to Ysleta ISD as a system.

REQUIRED CONSENTS

Ysleta ISD shall be responsible for promptly obtaining and providing to IBM "Required Consents" necessary to IBM to access, use and/or modify software, hardware, firmware and other products used by customer for which IBM shall provide services described herein. A Required Consent means any consents or approvals required to give IBM and its subcontractors the right or license to access, use and/or modify (including creating derivative works) Ysleta ISD's or a third party's software, hardware, firmware and other products used by the customer without infringing the ownership or license rights (including patent and copyright of the providers or owners of such products).

Ysleta ISD agrees to indemnify, defend and hold IBM and its affiliates harmless ~~from~~ and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising ~~from~~ or in connection with any claim (including patent and copyright infringement) made against IBM alleged to have occurred as a result of the YISD's failure. ~~IBM~~ shall be relieved of the performance of any obligations that may be affected by the YISD's failure to promptly provide any Required Consents to IBM.

LIMITATIONS OF LIABILITY

Circumstances may arise where, because of a default on the part of IBM or other liability, Ysleta ISD is entitled to recover damages from ~~IBM~~. In each such instance, regardless of the basis on which Ysleta ISD is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation or other contract or tort claim), IBM is liable only for:

- payments referred to in IBM patents and copyright terms described above;
- damages for bodily injury (including death) and damage to real property and tangible personal property; and
- the amount of any other direct damages or loss, up to the greater of \$100,000 or the charge (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this item, the term "Product" includes Materials and Licensed Internal Code.

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

ITEMS FOR WHICH IBM IS NOT LIABLE

Under no circumstances is IBM, its subcontractors or Program developers liable for any of the following:

- third-party claims against Ysleta ISD for losses or damages (other than those in the first two items listed above);
- loss of, or damage to, Ysleta ISD records or data; or
- special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

LAW GOVERNING CONTRACT

7.01 This agreement shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are performable in El Paso County, Texas.

OWNERSHIP OF DOCUMENTS

8.01 All documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the District according to the IBM Statement of Work.

SUCCESSOR AND ASSIGNS

9.01 This agreement shall be binding on the District, its successors and assigns. Neither the District nor Contractor shall assign, sublet or transfer any interest in this agreement without the prior written consent of the other. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

TERMINATION

10.01 Ysleta Independent School District or IBM may terminate this Agreement by providing thirty (30) days written notice of cancellation to the other party. IBM may

terminate this Agreement if the Ysleta Independent School District does not meet its obligations concerning it.

Upon termination by either party, IBM will stop work in an orderly manner as soon as is practical. Ysleta Independent School District agrees to pay IBM for all services provided and any materials IBM has delivered through the project's termination. This agreement constitutes and expresses the entire agreement of the parties hereto in reference to services of Contractor for the District, and in reference to any of the matters of things herein provided for, or hereinbefore discussed or mentioned in reference to the hiring of such services, all promised, representations, and understanding relative thereto being mentioned.

INSURANCE

IBM requires Certificates of Insurance from its subcontractors. Copies of these will be made available to the District upon request. IBM agrees to notify the District should there be a change in status relative **to** insurance coverage of any of its subcontractors.

PROCUREMENT OF PRODUCTS

For those Statements of Work under which IBM is **to** supply Products to the District, IBM agrees to provide detailed product pricing upon at least thirty days prior written request from the District. For this purpose, "Products" will be defined as those that appear in the Attachments to the Forms **471** that are submitted to the E-Rate FCC Snowe-Rockefeller administration. The Statements of Work entitled Technical Support Services, Basic Unbundled Internet Access and Cabling Services involve almost only services and do not have any material amount of serial-numbered Products. The remaining Statements of Work do contain Products. These Statements of Work do, and are intended to, apply in their current form to all services contemplated within them.

The District may direct IBM to particular vendors whom they may designate as the vendor for the Products specified in the various Statements of Work.. In this instance, IBM reserves the right to review and approve the qualifications of such vendors with respect to their ability to meet the standards IBM has developed for vendor quality, thus to ensure the protection of IBM and the District, with respect to IBM's ability to perform as promised under the Statements of Work.

With respect to any Products which IBM procures from such vendors designated by the District and accepted by IBM, it is agreed that such Products will be acquired, though in accordance with procurement requirements of Texas law through IBM as "general contractor" for the District, without any additional commission or fee **on** the price (except for a procurement administrative fee).

EXECUTED at El Paso, Texas on the day and year first above mentioned:

IBM

YSLETA INDEPENDENT SCHOOL DISTRICT

Tracy Ray for Michael Pratt
Michael Pratt
Complex Engagements Manager

James A. Smith
Superintendent of Ysleta ISD

IBM

Houston, Texas

January 17, 2002
Date

1/17/02
Date

Contractor's Appendix to Ysleta Independent School District

RFP #22-1115-016RFP

January 17,2002

The following modifications and clarifications to the Request for Sealed Proposal #22-1113-016RFP (the "RFP") are accepted.

1. The last sentence of the Recitals Section of the RFP is replaced with the following language: The Contractor and the District shall only be bound by the terms and conditions contained in the Agreement, the subsequent Statements of Work, and other mutually agreed **to** documents signed by both parties.
2. The last sentence of the Recitals Section of the RFP is replaced by the General Contract dated January 17,2002.
3. Section 2.5 of the RFP replace the last sentence with the following new sentence: "In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, subject to applicable terms of this Agreement, to pursue any other remedies available to it under applicable law."
4. IBM will not begin work **on** any Statement of Work within the Agreement without written notification from Ysleta ISD that work should begin. IBM shall be granted thirty (30) days, after receiving such notice, to begin the work under the associated Statement of Work.
5. The parties agree that the Agreement consisting of the RFP, this Memorandum of Understanding, the ICA, the General Contract dated January 17,2002, and the individual Statements of Work incorporated in the General Contract will remain in effect until such time as the parties agree otherwise.
6. Section 2, Contract, Standard Contract Terms and Conditions, Subsection 2.8 Availability of Funds – IBM requests that the following language be added to the end of this section:

"The Vendor shall be paid for all products and services delivered up to the dare of termination."
7. Section 2, Contract, Standard Contract Terms and Conditions, Subsection 2.10 Conflict of Interest – IBM requests that this section be revised to read as follows:

Any Board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, tile an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect **on** the entity other than its effect **on** the public. Vendor represents the following: That if any potential

conflict of interest, such **as** a relationship with a Board of Trustee member, officer or employee involved in the decision making process exists, such conflict of interest will be identified in an enclosure to the vendor's offer.

8. Section **2**, Contract, Standard Contract Terms and Conditions, Subsection **2.11** Cancellation – IBM requests that this section be replaced with Section 10.01 “Termination” of the General Contract.

9. Section **2**, Contract, Standard Contract Terms and Conditions, Subsection **2.13** Assignment – IBM requests that the following language be added to the end of this section:

“Vendor shall retain the right to assign payments due under this Contract.”

10. Section **2**, Contract, Standard Contract Terms and Conditions, Subsection **2.18** Availability of Records – IBM requests that the following language be added to the end of this section:

“The District’s access to Subcontractor’s books and records shall not include access to personnel, profit, or internal cost data. In addition, the parties shall mutually agree to what documents and records the District shall gain access prior to the District accessing such records and/or data. The District shall bear all costs associated with all audit activity.”

11. Section **2**, Contract, Standard Contract Terms and Conditions, Subsection **2.19** Warranties – IBM requests that this section be replaced with **Part 2** of the **IBM** Customer Agreement.

12. Section **2**, Contract, Standard Contract Terms and Conditions, Subsection **2.21** Year 2000 Warranty-Commercial Supply Items – IBM requests that this section be deleted in its entirety.

13. Section **2**, Contract, Standard Contract Terms and Conditions, Subsection **2.25** Patent and Copyright Indemnity and **2.26** Indemnification and Insurance – IBM requests that Section 2.25 and 2.26 of the RFP be replaced with Section 6.01 of the General Contract.

Signature Page

Agreed to:
Ysleta Independent School District

By: *Vernon L. Butts*
(Authorized Signature)

Name Vernon L. Butts
(type or print)

Date 1/17/02

Agreed to:
International Business Machines Corporation

By: *Tracy H. Diaz*
(Authorized Signature)

Name Tracy H. Diaz
(type or print)

Date January 17, 2002

Customer Number: 9968471

IBM Customer Agreement No. QPB111

Customer Address:
Ysleta Independent School District
9600 Sims
El Paso, TX 79925-7225

IBM Office Address:
400 West 15th St, Suite 1200
Austin, TX 78701

Project name or identifier:
IBM Office Number:

YISD Technology Implementation and Systems Integration Partner
TDC

FAX COVER SHEET
Ysleta Independent School District

To: Michael Deusinger
PIA Selective Review
80 S. Jefferson Road
Whippany, NJ 07981

Fax #: 973-884-8066

From: Richard Duncan
System Data Base Administrator
Ysleta Park ISD
9600 Sims,
El Paso, Texas 79925

Fax# 915-435-9503 or 915-435-9516

Pages: 10 (Including Cover)

This fax contains most of our response to the Item 25 Selective Review regarding application numbers 321479 and 299321. Due to volume, items 1, 2 and 3 are being sent by Federal Express, and should arrive at your office tomorrow morning.

SLD's Master Checklist:

✓ Copies of contracts relating to the Form(s) **471**

- 1) NOT SENT WITH THIS FAX, copies of all relevant contracts are being sent by Federal Express and should arrive at your offices tomorrow:

FRN 793109 for Southwestern Bell Telephone Company does not have a contract because it is tariffed service.

FRN's 855891, 855923, 855944, 856008, 855967, 793145, 793181, 793204, 793218 do have documentation.

✓ Copies of all requests for proposals.

- 2) NOT SENT WITH THIS FAX, copies are being sent by Federal express and should arrive tomorrow.

All of our service/hardware requirements were listed in the FCC Form 470 and posted as required. This was the competitive bidding process in which we engaged.

Although we do not have an E-Rate Funding Request for our Systems Integration Partner contract, it is extremely important to our successful use of technology, so we have included the RFP, and all of the bid responses. We also included our evaluation matrix, which demonstrates the process and criteria YISD normally uses when multiple bids are received.

✓ Your technology plan.

- 3) NOT SENT WITH THIS FAX: The technology plan was too big, so it is being sent by Federal Express. Also, we have included Staff Development Curriculum with the Technology Plan.

E-RATE IMPLEMENTATION DESCRIPTION: FAX BACK PAGE 4

Selective Review Information Request Completion Certification

If the applicant's authorized representative completed the information on this **fax**, please attach a copy of the letter of agency or other agreement between the applicant and consultant authorizing them to act on the school or library's behalf.

I certify that I prepared the responses to this fax.

Authorized signer: In Richard L. Duncan by Art Gonzalez

Printed name of authorized signer: for Richard L. Duncan by Art Gonzalez

Date: 6/3/2002

Printed name and address of the named individual's employer: Ysleta Independent School District
9600 Sims, El Paso, Texas 79925

Billed entity name: Ysleta Independent School District

Funding Year 5 Forms 471 application numbers: 299321 321479

Selective Review Information Request Checklist:

Remember to include all of the following in your response:

- ✓ Copies of contracts relating to the Form(s) 471.
- ✓ Copies of all requests for proposals.
- ✓ Complete copies of all bids that were received.
- ✓ Complete documentation regarding the process used for selecting your service provider(s).
- ✓ Copies of any consulting agreements.
Correspondence between the consultant service provider and the school/library regarding the competitive bidding process and the application process.
- ✓ Your technology plan.
- ✓ **Fax** Back Pages 1-4.
- ✓ Letter of agency or agreement if responder is authorized representative of the eligible entity, if required.

ITEM 25 WORKSHEET SUMMARY: FAX BACK PAGE 1

Ysleta Item 25 Worksheet Summary		Funding Year 5	
Please Add Subtotals of Sections I through VI		(2002-2003)	
Section I: Connectivity			
I-A. Commitment Amount Requested			
• Telecom	1	\$1,633,481.59	
• Internet Access	2	\$871,740.04	
• Internal Connections	3	\$17,469,927.90	
Total of Funding Requests (I-A)	4	\$19,975,149.53	
I-B Form 471 Applicant's Share			
• Telecom	5	\$265,915.61	
• Internet Access	6	\$96,860	
• Internal Connections	7	\$1,941,103.10	
Total of Applicant Share (I-B)	8	\$2,303,878.71	
I-C. Amounts not covered by USF Program			
• Telecom	9	\$	
• Internet Access	10	\$	
• Internal Connections	11	\$	
Total of Amounts Not Covered (I-C)	12	\$	
Total Connectivity (I-A + I-B + I-C)		\$	\$22,279,028.24
Section II: Hardware			
II-A. Number of Computers Connected	13a. # 9,000	13 b. # 9,500	
	(Fiscal Year 2001-02)	(Fiscal Year 2002-03)	
II-B. Applicant Expenditure	14a. \$3,850,000.00	14 b. \$4,586,758.00	
II-C. Contribution / In-Kind Donations	15a. \$	15 b. \$	
Total Hardware (II-B + II-C)	16a. \$3,850,000.00	16 b. \$4,586,758.00	
Section III: Professional Development			
III-A. Staff Training Hours (Total 100%):			
0-5 Hrs. <u>5</u> % 5-15 Hrs. <u>68</u> % 15-25 Hrs. <u>20</u> % 25-50 Hrs. <u>5</u> % 50+ Hrs. <u>2</u> %			
III-B. Applicant Expenditure	18a. \$1,140,000.00	18b. \$1,241,567.00	
III-C. Contribution / In-Kind Donations	19a. \$	19b. \$	
Total Professional Development (III-B + III-C)	20a. \$1,140,000.00	20b. \$1,241,567.00	
Section IV: Software			
IV-A. Applicant Expenditure	21a. \$672,000.00	21b. \$812,353.00	
IV-B. Contribution / In-Kind Donations	22a. \$	22b. \$	
Total Software (IV-A + IV-B)	23a. \$672,000.00	23b. \$812,353.00	
Section V: Retrofitting			
V-A. Applicant Expenditure	24a. \$140,667.00	24b. \$171,000.00	
V-E. Contribution / In-Kind Donations	25a. \$	25b. \$	
Total Retrofitting (V-A + V-B)	26a. \$140,667.00	26b. \$171,000.00	
Section VI: Maintenance			
VI-A. Applicant Expenditure	27a. \$8,424,561.00	27b. \$6,579,770.00	
VI-B. Contribution / In-Kind Donations	28a. \$	28b. \$	
Total Maintenance (VI-A + VI-B)	29a. \$8,424,561.00	29b. \$6,579,770.00	
Total of E-Rate Initiative (Total of Section I to VI)	30a. \$14,227,228.00	30b. \$35,670,476.24	
Technology Implementation Level (Enter Number of schools/libraries at each level from worksheet)			
Level 1 current:	Level 2 current:	Level 3 current:	Level 4 current: 54
Level 1 by 6/30/03:	Level 2 by 6/30/03:	Level 3 by 6/30/03:	Level 4 by 6/30/03: 54

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Each year, the Department of Technology Information Systems (TIS) and the Instructional Technology Department jointly prepare or update the district technology plan, which provides a detail of the projects being undertaken by the district in the upcoming school year. The Board of Trustees adopted the most recent plan in March, 2002 and a copy of the plan is included in this response.

The technology plan for the upcoming school year calls for:

- An upgrade to the district's available internet bandwidth
- Web based, centralized, easy to use mail services for teachers and students
- New cabling to replace older cabling put in before the SLD made funding available
- Network electronics to hook up any new or additional cable where eligible
- Web servers to replace aging and limited web servers and provide fail-over
- Library servers to provide better services to students browsing district-wide library resources and to provide fail-over

State-mandated administrative staffing limitations have forced us to look at alternative methods to manage our vast infrastructure. In order for the district to provide a high level of service and the greatest amount of up-time possible, the district has looked to the SLD for significant portion of this years funding to develop better methods for managing the numerous complex components that make up our network. These methods include:

*1.2.
Tech
Support*

- Centralized network monitoring
- Remote troubleshooting and repair and predictive failure analysis
- Collection and analysis of anecdotal data to build a knowledgebase
- Analysis and implementation of help-desk processes and procedures
- Additional vendor maintenance agreements for existing hardware
- Upgrades to our existing phone switches in preparation for a request during the next e-rate funding cycle for voice over IP services

In addition, the plan for the upcoming school year includes replacement of our aging servers, in some cases as old as eight years which are beginning to fail and are using old "DOS" based technologies. The age of these servers places a significant burden on limited technical resources. Finally, uninterruptible power supplies are needed to maintain several key systems within the district in the event of a major power failure. Additionally there is a need to replace the district's central uninterruptible power supply to accommodate the addition of the new equipment planned for during this request.

Because of the constant improvement of technology, the project plans to be implemented afford YISD the opportunity to replace and reuse older hardware and upgrade current networks to meet the needs of current technologies. Over the past years, a single unified focus has allowed us to successfully implement and advance the quality of service and level of delivery.

district has recently hired hvo new instructional trainers to provide the level of knowledge to our teachers and instructional support personnel and teachers. On the technology support side of the house, project members of nearly every implementation team have been well trained and in many cases have been the trainer to other staff members. The district is in the process of developing a comprehensive District Technology Staff Development Plan that encompasses both Instructional and Information Systems staff working to unify and integrate systems to provide the best communications possible to assure success. This plan will assess the technological skill level of **all** staff and provide a training plan based on individual needs and then provide the appropriate levels of training.



Ysleta Independent School District

Carol J. Walters
(915) 434-0201
(915) 435-9537 (fax)

May 31, 2002

9600 Sims Drive
El Paso, Texas 79925-7225
Off: (915) 434-0000

Mr. Michael Deusinger
Schools and Libraries Division
80 S. Jefferson Road
Whippany, NJ 07981

Dear Mr. Deusinger:

Ysleta Independent School District is submitting a preliminary budget as part of its response to the Item 25 selective review. Our fiscal year is September 1 through August 31, so we are in the early stages of the budget development process. Although the Board will not formally adopt the 2002-03 Budget until August, District funds to support its share of anticipated E-rate funded projects for Year 5 are expected to be available.

Our sources of income are detailed below. **An** overview of planned expenditures for Hardware, Professional Development, Software, Retrofitting and Maintenance by funding source is shown on Attachment 1. The District's \$2,303,879 to support the E-rate projects will be additional to the amount on Attachment 1, "Item 25 Budget Letter Worksheet Backup". In total, we anticipate committing District resources of at least \$15.7 million to technology during the next year.

Funding Source	Amount
General Funds	\$ 5,925,235
General Fund Operating Transfer for E-rate projects	\$ 2,303,879
Other Local Funds and QZAB	\$ 2,233,119
State Technology Allotment (411 fund)	\$ 582,272
TIF Funds (413 Fund)	\$ 915,678
Federal entitlement program (Title I)	\$ 693,493
Bond Funds	<u>\$ 3,041,651</u>
Total	\$15,695,327

Sincerely,

Carol J. Walters
Associate Superintendent
of Business & Administrative Services

xc: Vern Butler, Acting Superintendent
Art Gonzalez, Executive Director of Technology Information Systems
Richard Duncan, Systems Data Base Administrator

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Ysleta ISD Vision Statement:
All students who enroll in our schools will graduate from high school fluent in two or more languages prepared and inspired to be successful in a four-year college or university.